

Christopher J. Kayser, OSB No. 984244

cjkayser@larkinsvacura.com

LARKINS VACURA LLP

121 S.W. Morrison St., Suite 700

Portland, Oregon 97204

Telephone: 503-222-4424

Facsimile: 503-827-7600

Ronald I. Raether, Jr. (*pro hac vice*)

ronald.raether@troutmansanders.com

TROUTMAN SANDERS LLP

1001 Haxall Point

Richmond, Virginia 23219

Telephone: 804-697-1330

Facsimile: 804.698.6013

Attorneys for Defendant Corelogic Credco, LLC

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

PORTLAND DIVISION

SAMANTHA JOHNSON,

Plaintiff,

-against-

BACKGROUND INVESTIGATIONS, INC., a domestic corporation; CORELOGIC CREDCO, LLC, a foreign corporation; FIRST ADVANTAGE BACKGROUND SERVICES CORP., a foreign corporation; ADVANCED REPORTING, LLC, a domestic corporation,

Defendants.

Civil Action No. 3:16-cv-51-BR

DEFENDANT CORELOGIC CREDCO, LLC'S ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFF'S AMENDED COMPLAINT

Defendant, CoreLogic SafeRent, LLC ("CoreLogic"), improperly named as CoreLogic

Credco, LLC, through its counsel, submits the following Answer and Affirmative Defenses to

Plaintiff's Amended Complaint ("Amended Complaint"). CoreLogic denies all allegations in the Amended Complaint that it does not expressly admit in this Answer. CoreLogic further denies that it willfully or negligently violated any law, either individually, or collectively with any other individual or entity. CoreLogic responds to the specific allegations in the enumerated paragraphs in the Amended Complaint as follows:

1. The allegations in paragraph 1 of the Amended Complaint state a legal conclusion that is not subject to denial or admission. To the extent that the allegations in paragraph 1 are contrary to law, they are denied.
2. The allegations in paragraph 2 of the Amended Complaint state a legal conclusion that is not subject to denial or admission. To the extent that the allegations in paragraph 4 are contrary to law, they are denied.
3. The allegations in paragraph 3 of the Amended Complaint relate to Background Investigations, Inc. ("Background Investigations") and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.
4. CoreLogic denies the allegation stating that "CoreLogic Credco, LLC" does business under the name CoreLogic SafeRent, LLC. The remaining allegations in paragraph 4 of the Amended Complaint state a legal conclusion that is not subject to denial or admission. To the extent that the allegations in paragraph 4 are contrary to law, they are denied.
5. The allegations in paragraph 5 of the Amended Complaint relate to First Advantage Background Services Corp. ("First Advantage") and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

6. The allegations in paragraph 6 of the Amended Complaint relate to Advanced Reporting, LLC (“Advanced Reporting”) and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

7. CoreLogic lacks information sufficient to admit or deny the allegations in paragraph 7 of the Amended Complaint and, therefore, denies the same.

8. The allegations in paragraph 8 of the Amended Complaint relate to Background Investigations and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

9. The allegations in paragraph 9 of the Amended Complaint relate to Background Investigations and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

10. The allegations in paragraph 10 of the Amended Complaint relate to Background Investigations and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

11. The allegations in paragraph 11 of the Amended Complaint relate to Background Investigations and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

12. The allegations in paragraph 12 of the Amended Complaint relate to Background Investigations and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

13. The allegations in paragraph 13 of the Amended Complaint relate to Background Investigations and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

14. The allegations in paragraph 14 of the Amended Complaint relate to Background Investigations and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

15. CoreLogic denies the allegations in paragraph 15 of the Amended Complaint.

16. CoreLogic denies that it prepared a consumer “report” on Plaintiff. Certain other allegations in paragraph 16 of the Amended Complaint refer principally to a document, which speaks for itself. CoreLogic denies any allegations that are inconsistent with the document. CoreLogic lacks information sufficient to form a belief as to the truth of the remaining allegations in paragraph 16 of the Amended Complaint and, therefore, denies the same.

17. The allegations in paragraph 17 of the Amended Complaint relate to First Advantage and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

18. The allegations in paragraph 18 of the Amended Complaint relate to First Advantage and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

19. The allegations in paragraph 19 of the Amended Complaint relate to First Advantage and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

20. The allegations in paragraph 20 of the Amended Complaint relate to Advanced Reporting and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

21. The allegations in paragraph 21 of the Amended Complaint relate to Advanced Reporting and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

FIRST CLAIM FOR RELIEF

22. CoreLogic repeats its answers to the allegations contained in the foregoing paragraphs as though fully set forth herein.

23. The allegations in paragraph 23 of the Amended Complaint relate to Background Investigations and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

24. The allegations in paragraph 24 of the Amended Complaint relate to Background Investigations and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

25. The allegations in paragraph 25 of the Amended Complaint relate to Background Investigations and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

SECOND CLAIM FOR RELIEF

26. CoreLogic repeats its answers to the allegations contained in the foregoing paragraphs as though fully set forth herein.

27. The allegations in paragraph 27 of the Amended Complaint relate to Background Investigations and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

28. The allegations in paragraph 28 of the Amended Complaint relate to Background Investigations and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

29. The allegations in paragraph 29 of the Amended Complaint relate to Background Investigations and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

THIRD CLAIM FOR RELIEF

30. CoreLogic repeats its answers to the allegations contained in the foregoing paragraphs as though fully set forth herein.

31. CoreLogic denies the allegations contained in paragraph 31 of the Amended Complaint.

32. CoreLogic denies the allegations contained in paragraph 32 of the Amended Complaint.

33. The allegations in paragraph 33 of the Amended Complaint state a legal conclusion to which no response is required. To the extent that the allegations in paragraph 33 are contrary to law, they are denied.

FOURTH CLAIM FOR RELIEF

34. CoreLogic repeats its answers to the allegations contained in the foregoing paragraphs as though fully set forth herein.

35. CoreLogic denies the allegations contained in paragraph 35 of the Amended Complaint.

36. CoreLogic denies the allegations contained in paragraph 36 of the Amended Complaint.

37. The allegations in paragraph 37 of the Amended Complaint state a legal conclusion to which no response is required. To the extent that the allegations in paragraph 37 are contrary to law, they are denied.

FIFTH CLAIM FOR RELIEF

38. CoreLogic repeats its answers to the allegations contained in the foregoing paragraphs as though fully set forth herein.

39. The allegations in paragraph 39 of the Amended Complaint relate to First Advantage and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

40. The allegations in paragraph 40 of the Amended Complaint relate to First Advantage and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

41. The allegations in paragraph 41 of the Amended Complaint relate to First Advantage and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

SIXTH CLAIM FOR RELIEF

42. CoreLogic repeats its answers to the allegations contained in the foregoing paragraphs as though fully set forth herein.

43. The allegations in paragraph 43 of the Amended Complaint relate to First Advantage and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

44. The allegations in paragraph 44 of the Amended Complaint relate to First Advantage and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

45. The allegations in paragraph 45 of the Amended Complaint relate to First Advantage and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

SEVENTH CLAIM FOR RELIEF

46. CoreLogic repeats its answers to the allegations contained in the foregoing paragraphs as though fully set forth herein.

47. The allegations in paragraph 47 of the Amended Complaint relate to Advanced Reporting and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

48. The allegations in paragraph 48 of the Amended Complaint relate to Advanced Reporting and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

49. The allegations in paragraph 49 of the Amended Complaint relate to Advanced Reporting and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

EIGHTH CLAIM FOR RELIEF

50. CoreLogic repeats its answers to the allegations contained in the foregoing paragraphs as though fully set forth herein.

51. The allegations in paragraph 51 of the Amended Complaint relate to Advanced Reporting and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

52. The allegations in paragraph 52 of the Amended Complaint relate to Advanced Reporting and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

53. The allegations in paragraph 53 of the Amended Complaint relate to Advanced Reporting and not to CoreLogic. CoreLogic lacks information sufficient to form a belief as to the truth of the allegations and, therefore, denies the same.

AFFIRMATIVE DEFENSES

Without admitting any of the allegations in the Amended Complaint, and without admitting or acknowledging that CoreLogic bears the burden of proof as to any of them, CoreLogic asserts the following defenses. CoreLogic intends to rely on any additional defenses that become available or apparent during pretrial proceedings and discovery in this action and hereby reserves the right to amend this Answer to assert all such defenses.

FIRST ADDITIONAL DEFENSE

The Amended Complaint fails to the extent it does not set forth facts sufficient to state a claim upon which relief may be granted against CoreLogic, and further fails to state facts sufficient to entitle Plaintiff to the relief sought, or to any other relief from CoreLogic, including because CoreLogic did not issue a “consumer report” on Plaintiff.

SECOND ADDITIONAL DEFENSE

The Amended Complaint fails to the extent that Plaintiff lacks standing or has not taken action necessary to avail herself of rights claimed under the FCRA. Plaintiff’s alleged damages, if any, are speculative or uncertain and therefore not compensable.

THIRD ADDITIONAL DEFENSE

Plaintiff's claim fails to the extent that, at all relevant times with respect to Plaintiff, CoreLogic acted in good faith and complied fully with any applicable provisions of the FCRA.

FOURTH ADDITIONAL DEFENSE

Plaintiff's claim fails to the extent that Plaintiff's purported damages, which CoreLogic continues to deny, were the result of acts or omissions of third persons over whom CoreLogic had neither control nor responsibility.

FIFTH ADDITIONAL DEFENSE

Plaintiff's claim fails to the extent that Plaintiff's purported damages were the direct and proximate result of the conduct of Plaintiff or others over whom CoreLogic had neither control nor responsibility.

SIXTH ADDITIONAL DEFENSE

Plaintiff's claim for punitive damages fails to the extent that the Amended Complaint states no facts in support of a claim for punitive damages.

SEVENTH ADDITIONAL DEFENSE

Plaintiff's claim is barred, in whole or in part, to the extent that Plaintiff failed to protect herself from damages, if any, or failed to mitigate her alleged damages.

EIGHTH ADDITIONAL DEFENSE

Any recovery Plaintiff receives is subject to a set off if any damages are awarded against CoreLogic, in the amount of any damages or settlement amounts recovered by Plaintiff with respect to the same alleged damages. CoreLogic is also entitled to have any damages that may be awarded to Plaintiff reduced by the value of any benefit or payment to Plaintiff from any collateral source.

NINTH ADDITIONAL DEFENSE

CoreLogic reserves the right to assert additional affirmative defenses at such time and to such extent as warranted by discovery and the factual developments in this case.

PRAYER

WHEREFORE, CoreLogic requests that this Court:

1. Dismiss Plaintiff's Amended Complaint with prejudice;
2. Enter judgment in favor of CoreLogic;
3. Award CoreLogic its attorneys' fees and costs of suit incurred in defending against the Amended Complaint; and
4. Award CoreLogic such other relief the Court deems appropriate.

DATED: May 12, 2016.

CORELOGIC CREDCO, LLC

By: /s/ Christopher J. Kayser
Christopher J. Kayser (OSB #984244)
cjkayser@larkinsvacura.com
Larkins Vacura LLP
121 SW Morrison Street, Suite 700
Portland, OR 97204
Tel: (503) 222-4424 Facsimile: (503) 827-7600

Ronald I. Raether, Jr. (*pro hac vice*)
ronald.raether@troutmansanders.com
TROUTMAN SANDERS LLP
5 Park Plaza, Suite 1400
Irvine, CA 92614
Tel: (949) 622-2722 Facsimile: (949) 622-2739

Counsel for CoreLogic Credco, LLC